



## TERMS & CONDITIONS

Any commercial undertaking between Intermedia Global Ltd and any third party is subject to Intermedia Global Ltd's Terms and Conditions as stated below.

1. Lists are rented for one time use only unless otherwise agreed.
2. Names and addresses are to be used for mailing purposes only, unless otherwise agreed.
3. A sample or indicative mail piece must be supplied prior to data being released for rental. We (Intermedia Global Ltd) reserve the right to refuse supply of data if a sample mail piece is not provided.
4. A sample copy of the telemarketing script must be supplied prior to any telemarketing data being released for rental, unless otherwise agreed by Intermedia Global Ltd.
5. Seed names will be included in the output file for detection of illegal use of data supplied.
6. Files must be deleted within 60 days from completion of the mailing campaign, unless otherwise agreed.
7. Payment terms are strictly 30 days from date of invoice unless otherwise agreed. Advance payment is required by all new customers.
8. List Brokers / Agencies who are members of the DMA (Direct Marketing Association) are entitled to commission from the base list rental charge.
9. List rental costs are exclusive of selection charges, processing costs, delivery and VAT. All of these additional costs will be outlined on our list rental data cards. Any unauthorised use will be charged at £1,000/000 for the full number of records supplied.
10. The mailer's name and a campaign brief will be required for all orders placed by a broker/agency on behalf of the mailer.
11. Net name agreements must be made in writing prior to data being supplied. A complete bureau report will be required within 60 days of mailing, prior to any reconciliation being made.
12. Any cancellation made after our List Order Confirmation form has been signed, but prior to processing, will be charged at 20% of the base rental cost. Any cancellation made after processing will be charged at 50% of the base rental cost.
13. Gone aways (as defined by the Royal Mail) will not be credited by Intermedia Global Ltd. Any data quality issues will be investigated with the List Owner involved.
14. No data will be released for rental prior to our List Rental Confirmation and Terms and Conditions being signed and returned to Intermedia Global Ltd.
15. No guarantee is given for the suitability of a list for particular purposes by the mailer.
16. Intermedia Global Ltd will not guarantee the response performance of any list, verbally or in writing.
17. No monetary refunds will be given on data purchases, however replacement data will be supplied if the volume of un-usable data exceeds 16% of the entire file. At least 30% of the file must be used and evidence supplied to Intermedia Global for investigation before replacement data is approved.
18. All lists must be checked by the List Broker/Agency, Bureau or the Mailer prior to mailing. Any discrepancies should be notified to Intermedia Global Ltd immediately upon receipt of data. All disputes must be resolved prior to mail date.



19. By complying with our Terms & Conditions, the List Broker/Agency/Mailer is permitted to use the list(s) supplied for the sole purpose agreed.
20. Data will only be delivered to a DMA approved bureau or mailing house, unless prior agreement has been made.
21. Intermedia Global Ltd shall under no circumstances be liable to the list Broker/Agency or mailer for any loss of profits, postage or printing costs, loss of revenue or any indirect loss or damage in connection with the supply of any list(s) or services.
22. Intermedia Global Ltd shall under no circumstances be liable to the list owner/list manager for any breach of contract by any 3<sup>rd</sup> party or end user resulting in loss of revenue or any indirect loss or damage in connection with the supply of any list(s) and services.
23. Any disputes must be resolved between the list owner/manager and the mailer.
24. These terms and conditions supersede all 3<sup>rd</sup> party terms and conditions, unless prior agreement has been approved in writing by Intermedia Global Ltd.

English Law – These terms and conditions shall be governed by and constructed in accordance with English Law. The List Renter submits to the jurisdiction of the English Courts.

Terms and Conditions effective of 1<sup>st</sup> August 2003.

Name:

Company:

Signed:

Date:

